

VENDOR QUALITY AGREEMENT

In order to be a qualified supplier to PartMiner WorldWide Inc. ("PartMiner"), all vendors agree to the terms of this Vendor Quality Agreement ("Agreement"). By accepting a PartMiner purchase order, or shipping parts to PartMiner, Supplier agrees to the following:

1. SUPPLIER QUALITY GUARANTEE. As set forth below, Supplier agrees and guarantees that the electronic component parts it sells and delivers to PartMiner will be represented accurately to PartMiner in accordance with the definitions below. Supplier further agrees that it will never sell Counterfeit parts to PartMiner.

2. DEFINITIONS.

2.1 New. Unless otherwise agreed to in writing by PartMiner, all parts sold by Supplier shall be "New". "New" is defined as: (a) original manufacturer electronic components that have not been previously used in any capacity; (b) goods that are free of any physical defects such as scratches, test marks, third party markings, programs or bent leads (the leads on New parts should be in pristine condition; this does not mean refurbished, if the leads have been re-tinned /refurbished, they should be classified as Refurbished.); (c) New parts should be packaged in the original manufacturer's packaging (tubes, trays, reels, or per specification of the manufacturer) – this does not necessarily mean the original factory box or factory sealed (see 2.1.1 below); (d) components in tubes or trays should have the same date code, lot code and country of origin - components on a reel should have the same date code, lot code and country of origin unless otherwise specified on the original factory label (i.e., as was packaged by the original manufacturer)(Supplier can sell more than one date code in a shipment; however all components in a single tube, tray or reel, etc., should contain a consistent date code (including week code and lot code) and country of origin; (e) while New product does not need to be factory sealed in order to meet the definition of New (see below), moisture sensitive and static sensitive devices should be packaged in the proper ESD packaging material.

2.1.1. Original Packaging Exception. If you own new product that is in the original manufacturer's packaging, but PartMiner places an order for a small quantity, you may be forced to place this material in third party packaging. If you must remove goods from the original packaging, this should be disclosed to PartMiner at the time of the sale so that PartMiner can verify that goods in third party packaging will be acceptable. You should also verify that the third party packaging you will be using is acceptable. For example, if you place the small quantity in ESD Foam rather than in trays, this could cause a problem. In a situation like this, Supplier should disclose to PartMiner how the goods would be packaged and shipped. If Supplier does not indicate this condition and the parts are shipped in third party packaging without PartMiner's knowledge and consent, PartMiner has the right to reject the shipment or otherwise return the goods for a full refund, in addition to reimbursement of shipping costs.

2.2 Bulk/New Surplus/Unused. All parts that are not New, but which meet the definition of "Bulk" or "New Surplus", must be identified as such by Supplier in all oral and written communications with PartMiner. Bulk or New Surplus is defined to mean: electronic components that do not meet the definition of New and which have not been previously used (meaning, the parts have never been electrically charged nor have they ever been placed on a board), and which are guaranteed to meet full manufacturer specifications. A shipment of these parts; (a) may contain tubes, reels or trays of mixed date codes, lot codes, country of origin; (b) may be sold in third party packaging (i.e.: 3rd party reels, tubes or trays); (c) may have minor scratches or other physical defects as a result of handling.; (d) must contain leads in good condition and not be Refurbished; (e) must be packaged in unused third party or factory packaging; and (3) shall be free of any programs.

2.3 Used. All parts that are "Used" must be identified as such by Supplier in all oral and written communications with PartMiner. Used parts (sometimes referred to as pulls, pulled parts, or Refurbished) are defined as all parts that do not meet the definitions of New or Bulk/New Surplus/Unused, above.

2.4 Refurbished. All parts that are "Refurbished" must be identified as such by Supplier in all oral and written communications with PartMiner. Refurbished parts (a) are original manufacturer parts that contain all original unaltered markings; (b) have been brightened, freshened, polished or renovated in an effort to restore them to a like new condition; (c) have had their leads realigned and have been re-tinned to give the lead a shiny new finish - parts that have not been re-tinned should be classified as Used NOT Refurbished; and (d) should be sold in the manufacturer's recommended ESD compliant packaging. Programmable, refurbished, components should be erased and should not contain programs,

2.5 Counterfeit. "Counterfeit" parts are defined to include, without limitation, the following: (a) substitutes or unauthorized copies of a product (i.e. not from the original manufacturer); (b) an original manufacturer part, but the materials used or the performance of the product has changed without authorization by the original manufacturer of the product; (c) a substandard component misrepresented by Supplier; (d) products that have been re-topped (black-topped), remarked or otherwise altered and / or misrepresented by a 3rd party.

3. BREACH OF THIS AGREEMENT. Supplier must at all times accurately describe the condition of the parts it sells. All parts which are not New parts in original manufacturing packaging may not be shipped to PartMiner unless the nature of the parts is described and identified in all oral and written communications with PartMiner, and PartMiner agrees in writing for Supplier to ship the parts. PartMiner has the right to reject any shipment or otherwise return any goods for a full refund, in addition to reimbursement of shipping costs and testing fees/costs, anytime it is discovered that Supplier did not disclose the true nature of the parts (even if it is discovered after the standard Supplier warranty period). Moreover, for any breach of this Agreement, in addition to any other remedies available, Supplier agrees to accept an RMA, refund to PartMiner the price of the parts, pay shipment and testing fees, and pay any rework fees or other damages incurred by PartMiner or PartMiner customers due to the breach.

4. INSPECTION/DISCREPANCIES. If PartMiner identifies during the inspection and testing process that the parts are not as represented, or are likely to be Counterfeit, Supplier agrees that PartMiner's determination will be binding and issue an RMA and comply with the other remedies identified under this Agreement. Notwithstanding the above, PartMiner will agree to allow Supplier to timely submit proof that PartMiner's determination is not correct before making a final decision. PartMiner, nevertheless, makes the final determination. If Suppliers provides Counterfeit parts, or misrepresents the nature of the parts, Supplier will be disqualified from doing business with PartMiner.

5. PAYMENT. PartMiner will not pay for any parts until after it inspects and tests the parts, with payment terms being net 30.

6. ADDITIONAL TERMS AND CONDITIONS. In addition to the terms of this Vendor Quality Agreement, Supplier agrees that all sales to PartMiner are governed by PartMiner's Purchase Order Terms and Conditions posted at www.partminer.com/main/termsandconditions.